

3D4U TERMS AND CONDITIONS OF USE

Set forth below are the terms and conditions (these "Terms and Conditions") governing the 3D4U Website www.3d4u.net.au and any web sites located at the root URLs www.3d4u.net.au which may expand or change from time to time (the "Website").

As used herein this policy, the term "3D4U" "us", "we", or "our" refers to 3D4U the sole owner and operator of the Website. The term "you" or "your" refers to an individual, representing yourself or, if applicable, acting as legal representative for a group, business entity or corporation.

CAREFULLY READ THESE TERMS AND CONDITIONS. BY AVAILING YOURSELF OF THE WEBSITE OR RELATED SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS. TERMS MAY BE MODIFIED FROM TIME TO TIME.

1. Use of this Website is conditioned on the acceptance, without modification, of all terms and conditions of this agreement. By using this Website you represent that you have read and understand the terms and conditions and that you agree to be bound by these terms and conditions as set forth below.
2. 3D4U may modify these Terms and Conditions from time to time in its sole discretion. When such modification is made, 3D4U will post a revised version of these Terms and Conditions on the Website. Modifications will be effective when they are posted. 3D4U is not required to provide you with notification that any such modification has been made. It is your responsibility to review these Terms and Conditions from time to time to be aware of any such modifications. Each time you log on to the Website, you will be deemed to have accepted any such modifications.
3. If you do not agree with the terms and conditions of this Website and do not wish to be bound by them, please do not use this Website, download any materials from this Website or engage in any business via this Website.
4. 3D4U reserves the right to modify, update, suspend, discontinue, or restrict the use of or access to this Website or any portion of this Website, at any time and without notice or liability.
5. Although all information and materials carried on this Website is believed to be reliable, 3D4U makes no representation, neither expressly nor impliedly, as to the accuracy, completeness, timeliness or reliability of the materials or any information on this website. By using this website or by relying on any of the materials or information carried on this website you assume all the risk and responsibility arising out of use or reliance on this website. 3D4U expressly disclaims any warranties, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement. 3D4U shall not be liable to you or anyone else for any loss or damages whatsoever, including but not limited to any direct, indirect, special, consequential, incidental, punitive, or other damages, arising out of the use of or inability to use this website or any services offered on or in affiliation with this website.

Payment

Cash, direct online deposits and all major Credit/Debit Cards are all acceptable methods of payment. 3D4U requires a \$40 deposit for any booking made online, with the remainder of the balance to be paid at the time of scanning. All bookings and/or transactions and agreements entered into will cease with immediate effect until all outstanding monies are recovered in full.

Delivery

On completion your figurine we will arrange to post it to you using Australia Post. You are welcome to collect your figurine from the studio if you would prefer.

Refused Delivery

If a delivery is refused once it has left our studio, you will be charged for both the cost of the delivery and the cost of return to our studio, in accordance with the delivery cost.

Damaged Goods

3D4U must be notified of damaged/faulty goods within 24 hours of receipt of goods. If the packaging appears damaged, please ensure you document this with captured images and contact us immediately.

Change or cancel an order

In most circumstances, it is not possible to make changes to your order once you have placed it. Once your image results have been sent to be printed, the data cannot be altered. If once the figurine has been printed you are not happy with the result, we cannot refund your purchase.. However, should you wish to have another figurine then a discount will be given on the second and subsequent purchases in cases of dissatisfaction. If you need to discuss your order with us or would like to add new items to your order, please email contact@3D4U.net.au and we will try to assist you. If you need to change details of your delivery address, or change your appointment time please email us as soon as possible at contact@3D4U.net.au

Cancellation Policy

A minimum 24 hours notice for cancellation of a booking to be scanned is required. We do not offer a refund but the deposit will be kept as a credit to be used against a future booking for 3 months after the original booking date. If a booking is not made within 3 months of the original booking date, the deposit credit will expire. Notification of cancellation is accepted in person, by email, phone call or mobile phone text message.

Refunds

We don't provide refunds on 3D4U figurines, but we will reprint if there is a notable fault in the print or damage caused in the studio prior to packaging. Please note figurines are not exact replicas because not all details can be printed on shrunken scale models. The standard and quality should be the same as the samples on display in our cabinet on the day of your appointment, please refer to those for an appreciation of the likeness that will be generated. Please note that some surfaces and fabric textures do not print or reflect light as well as others, shiny surfaces may cause a glare. Also, small features or objects are not guaranteed to print. Refer to the 3D4U Website under 'What to wear' and 'Things to know' to get the best out of your print.

Marketing

We assume our customers agree that their images and images of their 3D prints may be used for future promotional material including, but not limited to, 3D4U flyers, the 3D4U Website, 3D4UAustralia facebook page, 3D4UAustraliaTwitter and 3D4UAustralia Instagram. Please contact us if you do not wish your images to be used for future promotional material.

Links from the 3D4U website

We do not monitor or review the content of other party's websites which are linked to from this website, including but not limited to www.twindom.com which processes the 3D imagery and hosts the preview files. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

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Warranty Disclaimer

You expressly agree that use of the website and related services is at your sole risk. The website, materials and related services are provided on an "as is" and "as available" basis. 3D4U makes no representations or warranties with regard to the website or any materials therein, whether express or implied, arising by law or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade. In addition, 3D4U makes no representation that the operation of the website will be uninterrupted or error-free. 3D4U will not be liable for the consequences of any interruptions or errors on the website. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice, information or other content or materials provided in connection with or otherwise available through the website. Please seek the advice of professionals, as appropriate, regarding the evaluation of any such opinion, advice, information or other content. Under no circumstance will 3D4U be liable for any loss or damage caused by your reliance on information obtained through the website, other than as required under applicable consumer-protection law. Some jurisdictions do not allow the disclaimer of certain warranties or limitation of certain types of damages, so some of the above disclaimer may not apply to you and nothing contained herein should be construed as excluding or limiting any liability beyond what is permitted under applicable law.

Limitation of Liability

By availing yourself of the Website, Materials or related services, you agree to release and hold 3D4U and the employees, officers, directors, shareholders, agents, representatives of 3D4U, its affiliates, subsidiaries, advertising, promotion and fulfilment agencies, any entity controlling, controlled by or under common control with 3D4U any third-party providers or sources of information or data and legal advisers (collectively, "3D4U Affiliates") harmless from any and all losses, damages, rights, claims and actions of any kind arising from or related to the Website, Materials or related services including but not limited to: (a) telephone, electronic, hardware or software, network, Internet or computer malfunctions, failures or difficulties of any kind; (b) failed, incomplete, garbled or delayed computer transmissions; (c) any condition caused by events beyond the control of 3D4U that may cause the Website or related services to be disrupted or corrupted; (d) any injuries, losses or damages of any kind arising in connection with or as a result of your use of the Website, Materials or related services; or (e) any printing or typographical errors in any materials associated with the Website, Materials or related services. In addition, you agree to defend, indemnify and hold 3D4U Affiliates harmless from any claim, suit or demand, including reasonable attorney's fees, made by a third party due to or arising out of your utilizing the Website, Materials or related services, your violation or breach of these Terms and Conditions, your violation of any rights of a third party, or any other act or omission by you.

In no event will 3D4U, its officers, directors, employees, editors, and representatives be held liable for any damages of any kind including without limitation compensatory, direct, indirect, or consequential damages, loss of income or data, loss of or damage to property, personal injury, and claims of customers or third parties arising from any customers' interaction, involvement, and relationship with members of the online and/or offline dating community of any kind, even if 3D4U was advised of the possibility of such damages. You submit information at your own risk. Further, clients agree to hold 3D4U harmless from any administrative, criminal, or civil proceedings.

This agreement will be governed and construed in accordance with the laws of the State of South Australia without regard to its conflicts of law provisions. You agree to submit to the personal

jurisdiction of this state, and any cause of action which arise from use of this Web site or from interpretation of these terms and conditions must be filed in the state and federal courts located in the said state. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any remaining provisions shall be given effect to the fullest extent possible.

General Provisions

You agree to comply with all applicable laws regarding the transmission of technical data exported from the Australia or the country in which you reside. Your correspondence or business dealings with, or participation in promotions of or with parties found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations applicable to such dealings, are solely between you and such parties. These Terms and Conditions are governed in all respects by the laws of the State of South Australia as such laws are applied to agreements entered into and to be performed entirely within that state. Legal proceedings related to the matters herein shall be brought in and adjudicated solely in the courts of South Australia, Australia. Both parties consent to extra-territorial service of process and submit to the jurisdiction of said courts. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 3D4U's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement of the parties as to the subject matter hereof and supersede all prior proposals, discussions or agreements with respect thereto. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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